

# Recording Requested By First American Title Company

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Riverside  
(Transportation Department)  
3133 Mission Inn Avenue  
Riverside, CA 92507

**DOC # 2001-543768**

11/02/2001 08:00A Fee:NC

Page 1 of 25

Recorded in Official Records

County of Riverside

Gary L. Orso

Assessor, County Clerk & Recorder



Assessor's Parcel Numbers: 173-170-001-0,  
173-170-003-2 and 173-170-014-2

The undersigned Grantor declares

Documentary Transfer Tax is not applicable

Pursuant to CA. Rev. & Tax. Code Section 11922

**TRA# 099-014**

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## GRANT DEED

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, TDY INDUSTRIES, INC., a California corporation formerly known as Teledyne Industries, Inc., a California corporation ("Grantor"), hereby grants and conveys to THE COUNTY OF RIVERSIDE, a California political subdivision ("Grantee"), that certain real property located in the County of Riverside, State of California, described in Exhibit A attached hereto and by this reference incorporated herein (the "Property").

TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereto belonging, or in any way appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and together with all water and mineral rights, entitlements, permits and any development rights of any kind or nature whatsoever, subject to restrictions, covenants and easements of record.

SUBJECT TO the following restrictions:

The use of this Property is restricted to a natural habitat for endangered species and wildlife preservation only. Use for commercial, industrial, school, nursing home and other residential-style facilities is prohibited unless and until the Grantee, or its successors and assigns, at their sole cost and expense, remediate the Property to an appropriate standard for such use. Any future use of the Property that would affect or disturb soils, sediments, surface water or groundwater on, at or under the Property including, but not limited to, construction and demolition activities is prohibited. Grantee, its successors and assigns are not prohibited from conducting routine maintenance and land management activities (including the capture by barriers or fencing and manual or mechanical redistribution of surface sands, the erection of fencing and signage on the Property and the removal of any trash or rubble visible from the surface (excluding concrete slabs and foundations)) that would be conducted on the Property in managing it as public open space and habitat land. Recreational uses by the public of the Property consistent with management of the Property as public open space and habitat land is permitted except in the area of the Property described in the Legal Description for Delhi Fly Habitat attached hereto as Exhibit B and incorporated herein by this reference. Public access to the Property will be controlled by Grantee consistent with the restricted use of the Property

TDY.Riverside.Grant.Deed.



12-5241412

Any person shall not use groundwater at and under the property for any purpose unless and until the groundwater is remediated to an appropriate standard.

If the Grantee, its successors or assigns intend to terminate or modify the restrictive covenant, written notice of such intent must be given at least sixty (60) days in advance to TDY Industries, Inc. as follows:

General Counsel  
TDY Industries, Inc.  
1000 Six PPG Place  
Pittsburgh, PA 15222

This restrictive covenant shall run with the land and be binding upon Grantee, its successors and assigns and may only be terminated and removed of record from the Property if Grantee, or Grantee's successors or assigns, assume in a written agreement with Grantor, or Grantor's successors or assigns, full liability for any and all environmental conditions of, and hazardous substances on, the Property.

Grantee acknowledges that the property may contain hazardous substances as described in California Health & Safety Code Section 25359.7(a). This acknowledgement is made in accordance with California Health & Safety Code Section 25359.7(a).

Attached as Exhibit C is a copy of the Environmental Indemnity Agreement between Grantor and Grantee which shall inure to the benefit of Grantee and its successors and assigns and shall run with the land.

IN WITNESS WHEREOF, Grantor has executed this instrument as of the date set forth below.

TDY INDUSTRIES, INC., a California corporation

By: [Signature]

Title: Senior Vice President - Chief Legal and Administrative Officer

Date: October 3, 2001

ACKNOWLEDGED AND AGREED:

THE COUNTY OF RIVERSIDE COUNTY, a California political subdivision

By: [Signature]

James A. Venable Chairman

Date: October 25, 2001

APPROVED AS TO FORM:

[Signature]  
Joe Rank, Assistant County Counsel

ATTEST:

County Clerk

ATTEST: 10/25/01  
GERALD A. MALONEY, Clerk

By: [Signature]

DEPUTY



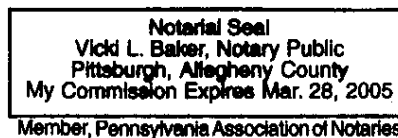
ACKNOWLEDGMENT

State of PA )  
 )ss.  
County of Allegheny )

On this 3<sup>rd</sup> day of October, 2001, before me, Vicki L. Baker, a notary public, personally appeared Jon D. Walton and Jon D. Walton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Vicki L. Baker  
Notary Public

My commission expires \_\_\_\_\_



ACKNOWLEDGMENT

State of California )  
 )ss.  
County of Riverside )

On this 25 day of October, 2001, before me, Maria J. Villarreal, a notary public, personally appeared James A. Yenabu and \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

Maria J. Villarreal  
Notary Public

My commission expires Oct. 28, 2003



2001-543768  
11/02/2001 08:00A  
3 of 25

PROJECT: INTERSTATE 15/GALENA STREET INTERCHANGE  
APN: 173-170-001-0, 173-170-003-2 AND 173-170-014-2

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed to the COUNTY OF RIVERSIDE, a political subdivision and/or governmental agency, is hereby accepted by order of the Board of Supervisors on the date below and the grantee consents to the recordation thereof by its duly authorized officer.

Date: 10-26-01

COUNTY OF RIVERSIDE

By: Michael J. Sylvester  
MICHAEL J. SYLVESTER, Director  
Department of Facilities Management



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11/02/2001 08:00A  
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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;

THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;

THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.



**PARCEL 2:**

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

**PARCEL 3:**

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 0° 12' 53" EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 54' 43" AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 39' 27", AN ARC DISTANCE 123.87 FEET;

THENCE NORTH 19° 02' 23" WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN



CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33, 52" AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.



**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR DELHI FLY HABITAT**

BEING A PORTION OF GOVERNMENT LOTS 3, 4, 8 AND 9, THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER, AND THE NORTHEAST ONE-QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHWEST CORNER OF SAID SECTION 1;

THENCE S 89°34'28"E, ALONG THE NORTH LINE OF SAID SECTION 1, A DISTANCE OF 848.40 FEET TO THE **TRUE POINT OF BEGINNING**;

THENCE S 13°41'47"E, A DISTANCE OF 64.96 FEET;

THENCE S 28°05'49"E, A DISTANCE OF 91.33 FEET;

THENCE S 56°29'58"E, A DISTANCE OF 99.81 FEET;

THENCE S 65°27'53"E, A DISTANCE OF 160.67 FEET;

THENCE S 30°32'01"E, A DISTANCE OF 45.99 FEET;

THENCE S 08°50'21"E, A DISTANCE OF 31.79 FEET;

THENCE S 00°39'59"W, A DISTANCE OF 29.25 FEET;

THENCE S 16°07'27"W, A DISTANCE OF 62.57 FEET;

THENCE S 12°16'43"W, A DISTANCE OF 32.39 FEET;

THENCE S 01°54'46"W, A DISTANCE OF 74.33 FEET;

THENCE N 89°53'31"E, A DISTANCE OF 98.89 FEET;

THENCE N 80°48'55"E, A DISTANCE OF 104.30 FEET;

THENCE S 26°46'37"E, A DISTANCE OF 151.77 FEET;

THENCE S 32°32'23"E, A DISTANCE OF 120.14 FEET;

THENCE S 37°15'53"W, A DISTANCE OF 61.34 FEET;

THENCE S 60°46'35"W, A DISTANCE OF 45.51 FEET;

THENCE S 81°21'20"W, A DISTANCE OF 53.53 FEET;

THENCE N 62°41'37"W, A DISTANCE OF 93.85 FEET;

THENCE N 64°56'42"W, A DISTANCE OF 58.34 FEET;

THENCE N 72°05'36"W, A DISTANCE OF 71.84 FEET;

THENCE N 88°50'32"W, A DISTANCE OF 110.79 FEET;

THENCE S 84°29'15"W, A DISTANCE OF 50.34 FEET;



**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR DELHI FLY HABITAT**  
(CONTINUED)

THENCE S 75°22'41"W, A DISTANCE OF 155.56 FEET;  
THENCE S 43°25'35"W, A DISTANCE OF 140.64 FEET;  
THENCE S 36°00'20"W, A DISTANCE OF 42.73 FEET;  
THENCE S 03°07'46"W, A DISTANCE OF 57.03 FEET;  
THENCE S 51°18'07"E, A DISTANCE OF 48.64 FEET;  
THENCE S 58°05'05"E, A DISTANCE OF 66.51 FEET;  
THENCE S 50°42'16"E, A DISTANCE OF 24.20 FEET;  
THENCE S 45°22'35"E, A DISTANCE OF 52.07 FEET;  
THENCE S 60°22'46"E, A DISTANCE OF 108.62 FEET;  
THENCE S 59°22'43"E, A DISTANCE OF 47.92 FEET;  
THENCE S 69°38'38"E, A DISTANCE OF 43.10 FEET;  
THENCE S 66°52'35"E, A DISTANCE OF 105.94 FEET;  
THENCE S 75°39'03"E, A DISTANCE OF 85.84 FEET;  
THENCE N 63°46'36"E, A DISTANCE OF 102.54 FEET;  
THENCE N 69°50'06"E, A DISTANCE OF 78.52 FEET;  
THENCE S 69°37'51"E, A DISTANCE OF 96.37 FEET;  
THENCE N 45°15'28"E, A DISTANCE OF 29.80 FEET;  
THENCE S 59°43'05"E, A DISTANCE OF 40.06 FEET;  
THENCE S 83°08'48"E, A DISTANCE OF 23.36 FEET;  
THENCE N 62°05'42"E, A DISTANCE OF 16.11 FEET;  
THENCE S 86°37'41"E, A DISTANCE OF 26.34 FEET;  
THENCE S 40°39'53"E, A DISTANCE OF 24.86 FEET;  
THENCE S 87°43'50"E, A DISTANCE OF 31.16 FEET;  
THENCE N 04°42'03"E, A DISTANCE OF 23.30 FEET;  
THENCE N 58°20'28"E, A DISTANCE OF 24.10 FEET;  
THENCE N 86°56'48"E, A DISTANCE OF 33.45 FEET;  
THENCE N 46°27'05"E, A DISTANCE OF 29.17 FEET;



**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR DELHI FLY HABITAT**  
(CONTINUED)

THENCE S 84°57'36"E, A DISTANCE OF 21.10 FEET;  
THENCE S 52°52'50"E, A DISTANCE OF 23.06 FEET;  
THENCE S 27°50'32"E, A DISTANCE OF 22.89 FEET;  
THENCE S 58°12'00"E, A DISTANCE OF 38.14 FEET;  
THENCE S 72°39'48"E, A DISTANCE OF 37.13 FEET;  
THENCE S 82°15'15"E, A DISTANCE OF 38.40 FEET;  
THENCE S 51°58'46"E, A DISTANCE OF 25.29 FEET;  
THENCE S 86°47'04"E, A DISTANCE OF 34.33 FEET;  
THENCE S 45°49'20"E, A DISTANCE OF 74.35 FEET;  
THENCE N 89°51'28"E, A DISTANCE OF 23.10 FEET;  
THENCE S 51°49'09"E, A DISTANCE OF 18.81 FEET;  
THENCE S 86°05'01"E, A DISTANCE OF 17.90 FEET;  
THENCE S 55°22'32"E, A DISTANCE OF 22.89 FEET;  
THENCE N 88°52'43"E, A DISTANCE OF 34.02 FEET;  
THENCE N 76°43'29"E, A DISTANCE OF 86.40 FEET;  
THENCE N 84°19'16"E, A DISTANCE OF 59.38 FEET;  
THENCE N 86°31'08"E, A DISTANCE OF 95.37 FEET;  
THENCE N 01°58'03"E, A DISTANCE OF 93.14 FEET;  
THENCE N 22°49'23"E, A DISTANCE OF 46.60 FEET;  
THENCE N 38°04'19"E, A DISTANCE OF 88.28 FEET;  
THENCE N 30°32'11"E, A DISTANCE OF 78.87 FEET;  
THENCE N 24°10'02"E, A DISTANCE OF 68.48 FEET;  
THENCE N 11°09'59"E, A DISTANCE OF 30.84 FEET;  
THENCE N 24°14'58"E, A DISTANCE OF 81.56 FEET;  
THENCE N 02°42'47"E, A DISTANCE OF 99.06 FEET;  
THENCE N 10°51'38"E, A DISTANCE OF 67.96 FEET;  
THENCE N 44°44'40"E, A DISTANCE OF 42.08 FEET;



**EXHIBIT "B"**  
**LEGAL DESCRIPTION FOR DELHI FLY HABITAT**  
(CONTINUED)

THENCE N 81°00'29"E, A DISTANCE OF 46.49 FEET;

THENCE N 82°40'56"E, A DISTANCE OF 61.08 FEET;

THENCE S 73°30'51"E, A DISTANCE OF 32.20 FEET;

THENCE N 52°26'03"E, A DISTANCE OF 20.52 FEET;

THENCE N 88°36'40"E, A DISTANCE OF 28.44 FEET;

THENCE N 01°06'08"W, A DISTANCE OF 532.79 FEET;

THENCE N 06°56'12"W, A DISTANCE OF 63.56 FEET;

THENCE N 15°37'31"W, A DISTANCE OF 24.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTHEASTERLY LINE OF GOVERNMENT LOT 7 OF SAID SECTION 1;

THENCE S 76°27'16"W ALONG SAID SOUTHEASTERLY LINE OF GOVERNMENT LOT 7, A DISTANCE OF 77.21 FEET TO THE SOUTHERLY CORNER OF SAID GOVERNMENT LOT 7;

THENCE N 00°52'16"E, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 7, A DISTANCE OF 34.67 FEET TO THE NORTHWEST CORNER OF SAID LOT 7, SAID NORTHWEST CORNER ALSO BEING ON THE NORTH LINE OF SAID SECTION 1;

THENCE N 89°34'28"W, ALONG SAID NORTH LINE OF SECTION, A DISTANCE OF 1783.68 FEET TO THE **TRUE POINT OF BEGINNING**;

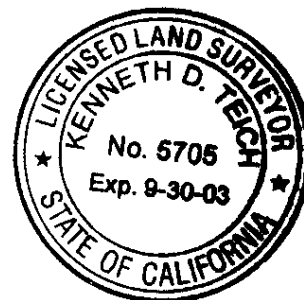
EXCEPTING THEREFROM THAT CERTAIN PARCEL OF LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT PER OFFICIAL RECORD RECORDED MARCH 12, 1936 IN BOOK 268, PAGE 488, RECORDS OF THE RECORDER OF RIVERSIDE COUNTY, STATE OF CALIFORNIA.

CONTAINING: 1,675,024 SQUARE FEET OR 38.453 ACRES, MORE OR LESS.

APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

*K. Teich*  
9-27-01



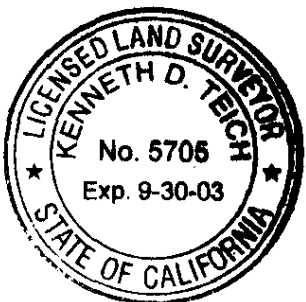
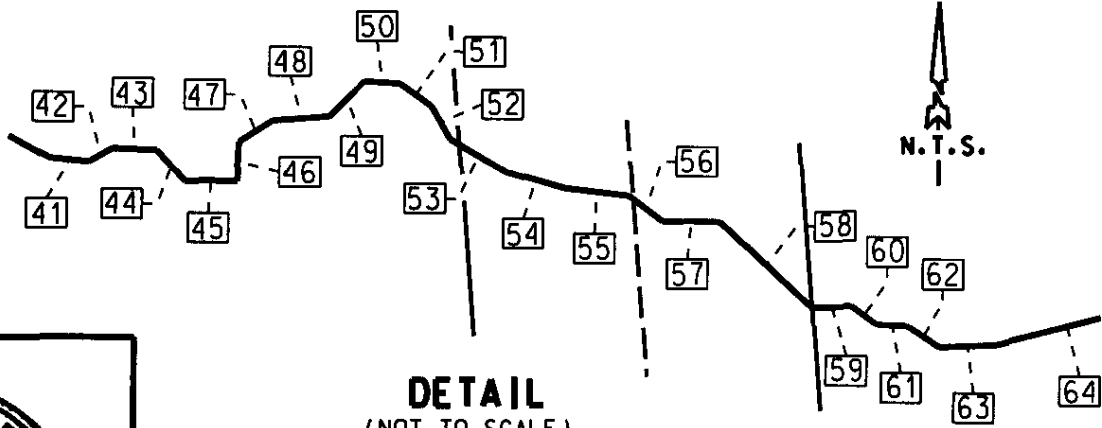
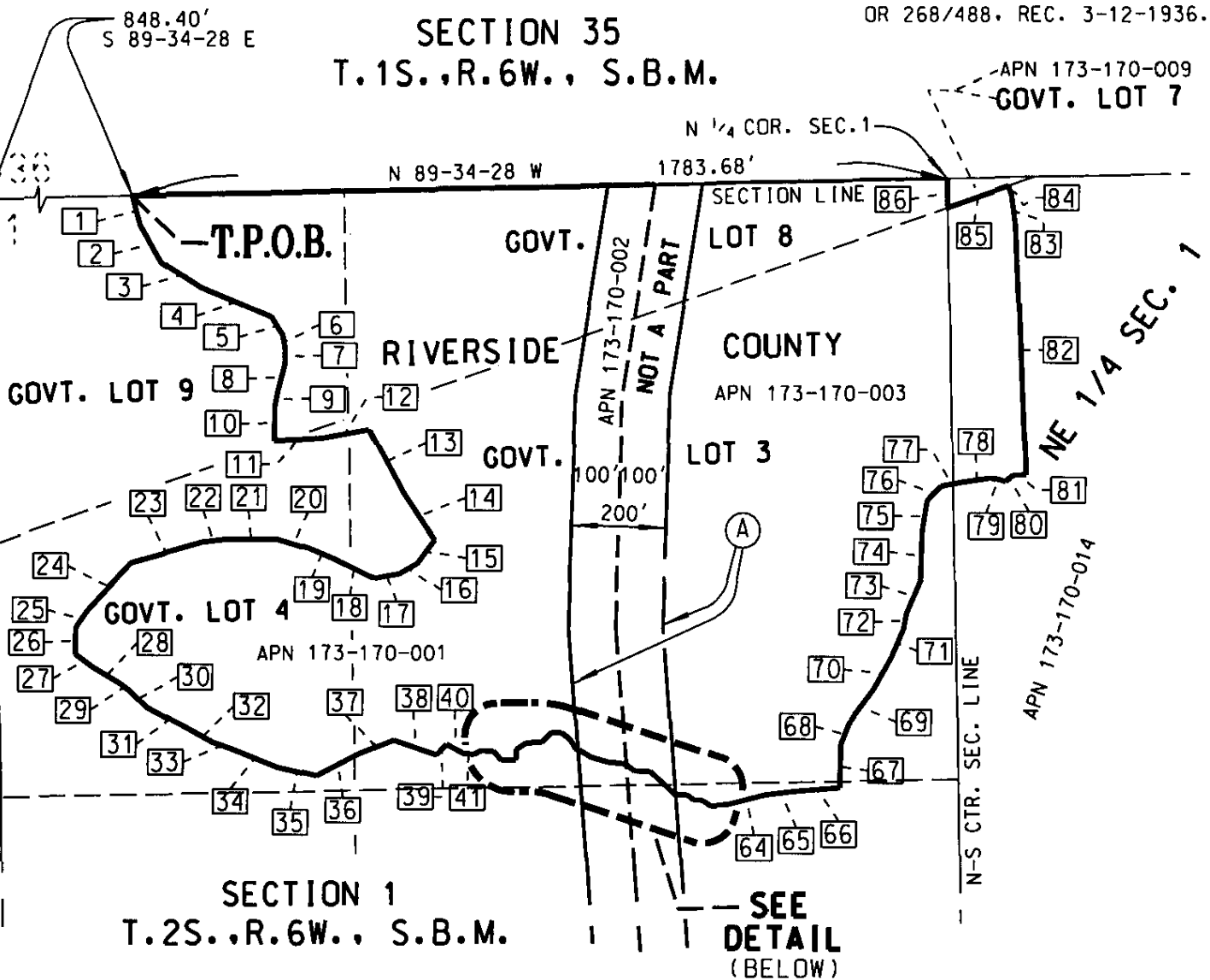
# SAN BERNARDINO COUNTY

SECTION 35  
T.1S., R.6W., S.B.M.

(A) 200' WIDE PARCEL OF LAND  
CONVEYED TO METROPOLITAN  
WATER DISTRICT PER  
OR 268/488, REC. 3-12-1936.

P.O.C. - 22135

2881-543782  
11/02/2001 08:00A  
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COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: N/A
PROJECT: DELHI FLY HABITAT	PREPARED BY: DDD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
APPROVED BY: <i>[Signature]</i> DATE: 9-27-01	DATE: JULY, 2001
	W.O. NO.: A2-0421
	SHEET 5 OF 6 SHEETS

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NO.	BEARING	DISTANCE
1	S 13-41-47 E	64.96'
2	S 28-05-49 E	91.33'
3	S 56-29-58 E	99.81'
4	S 65-27-53 E	160.67'
5	S 30-32-01 E	45.99'
6	S 08-50-21 E	31.79'
7	S 00-39-59 W	29.25'
8	S 16-07-27 W	62.57'
9	S 12-16-43 W	32.39'
10	S 01-54-46 W	74.33'
11	N 89-53-31 E	98.89'
12	N 80-48-55 E	104.30'
13	S 26-46-37 E	151.77'
14	S 32-32-23 E	120.14'
15	S 37-15-53 W	61.34'
16	S 60-46-35 W	45.51'
17	S 81-21-20 W	53.53'
18	N 62-41-37 W	93.85'
19	N 64-56-42 W	58.34'
20	N 72-05-36 W	71.84'
21	N 88-50-32 W	110.79'
22	S 84-29-15 W	50.34'
23	S 75-22-41 W	155.56'
24	S 43-25-35 W	140.64'
25	S 36-00-20 W	42.73'
26	S 03-07-46 W	57.03'
27	S 51-18-07 E	48.64'
28	S 58-05-05 E	66.51'
29	S 50-42-16 E	24.20'
30	S 45-22-35 E	52.07'
31	S 60-22-46 E	108.62'
32	S 59-22-43 E	47.92'
33	S 69-38-38 E	43.10'
34	S 66-52-35 E	105.94'
35	S 75-39-03 E	85.84'
36	N 63-46-36 E	102.54'
37	N 69-50-06 E	78.52'
38	S 69-37-51 E	96.37'
39	N 45-15-28 E	29.80'
40	S 59-43-05 E	40.06'
41	S 83-08-48 E	23.36'
42	N 62-05-42 E	16.11'

NO.	BEARING	DISTANCE
43	S 86-37-41 E	26.34'
44	S 40-39-53 E	24.86'
45	S 87-43-50 E	31.16'
46	N 04-42-03 E	23.30'
47	N 58-20-28 E	24.10'
48	N 86-56-48 E	33.45'
49	N 46-27-05 E	29.17'
50	S 84-57-36 E	21.10'
51	S 52-52-50 E	23.06'
52	S 27-50-32 E	22.89'
53	S 58-12-00 E	38.14'
54	S 72-39-48 E	37.13'
55	S 82-15-15 E	38.40'
56	S 51-58-46 E	25.29'
57	S 86-47-04 E	34.33'
58	S 45-49-20 E	74.35'
59	N 89-51-28 E	23.10'
60	S 51-49-09 E	18.81'
61	S 86-05-01 E	17.90'
62	S 55-22-32 E	22.89'
63	N 88-52-43 E	34.02'
64	N 76-43-29 E	86.40'
65	N 84-19-16 E	59.38'
66	N 86-31-08 E	95.37'
67	N 01-58-03 E	93.14'
68	N 22-49-23 E	46.60'
69	N 38-04-19 E	88.28'
70	N 30-32-11 E	78.87'
71	N 24-10-02 E	68.48'
72	N 11-09-59 E	30.84'
73	N 24-14-58 E	81.56'
74	N 02-42-47 E	99.06'
75	N 10-51-38 E	67.96'
76	N 44-44-40 E	42.08'
77	N 81-00-29 E	46.49'
78	N 82-40-56 E	61.08'
79	S 73-30-51 E	32.20'
80	N 52-26-03 E	20.52'
81	N 88-36-40 E	28.44'
82	N 01-06-08 W	532.79'
83	N 06-56-12 W	63.56'
84	N 15-37-31 W	24.81'
85	S 76-27-16 W	77.21'
86	N 00-52-16 E	34.67'

## LINE DATA SHEET

COUNTY OF RIVERSIDE TRANSPORTATION DEPT., SURVEY DIV.	PAR. NO.: N/A
PROJECT: DELHI FLY HABITAT	PREPARED BY: ODD/KDT
THIS PLAT IS AN AID IN LOCATING THE PARCEL(S) DESCRIBED IN THE PRECEDING DOCUMENT. ALL PRIMARY CALLS ARE LOCATED IN THE WRITTEN DESCRIPTION.	SCALE: N.T.S.
	DATE: JULY, 2001
	W.D. NO.: A2-0421
APPROVED BY: _____ DATE: _____	SHEET <u>6</u> OF <u>6</u> SHEETS

EXHIBIT C

ENVIRONMENTAL INDEMNITY AGREEMENT

[SEE ATTACHED]



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## ENVIRONMENTAL INDEMNITY AGREEMENT

This Environmental Indemnity Agreement (this "Agreement") is made as of the 4<sup>th</sup> day of October, 2001 ("Effective Date") by TDY INDUSTRIES, INC., a California corporation formerly known as TELEDYNE INDUSTRIES, INC., a California corporation (hereinafter referred to as "Indemnitor" or "Seller") and THE TRUST FOR PUBLIC LAND, a California non-profit public benefit corporation (hereinafter referred to as "Buyer"), on Buyer's behalf and on behalf of its successors and assigns owning a fee interest in the Property, as defined below, from time to time, including, without limitation, the County of Riverside, California (the "County"), any and all affiliated entities, employees, board members, officers, trustees and agents of any of the foregoing from time to time (collectively, referred to as "Indemnitees").

### RECITALS

WHEREAS, Indemnitor, as seller, has heretofore entered into an Agreement of Purchase and Sale dated May 1, 2000, with Buyer (the "Purchase Agreement"), pursuant to which Indemnitor has agreed to sell to Buyer and Buyer has agreed to buy from Indemnitor, upon the satisfaction of certain conditions, certain real property located in Riverside County more particularly described on Exhibit A hereto (the "Property");

WHEREAS, pursuant to Paragraph 6.6 of the Purchase Agreement, Buyer and Seller agreed to enter into an Environmental Indemnification Agreement with respect to the Property;

WHEREAS, Indemnitor and Buyer acknowledge that there may exist on and under the Property certain environmentally hazardous conditions and/or substances, including, without limitation, soil and groundwater contamination; and

WHEREAS, as a condition precedent to Buyer's purchase of the Property, Buyer is requiring that Indemnitor indemnify the Indemnitees as to the environmentally hazardous substances and conditions on and beneath the Property with the exception of Hazardous Substances (as defined below in Section 4) unknown to Seller that have migrated or may migrate onto the Property.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Indemnitor and Buyer agree as follows:

1. Current and Prior Use of Property. The Property is currently unoccupied; however, a predecessor in interest of Indemnitor used the Property as a manufacturing facility for munitions and light armament. Indemnitor acknowledges that it has no knowledge of any adverse environmental condition on the Property or whether any mitigation effort has been made or

whether any remedial action has been taken with respect to the environmental condition of the Property.

2. Contamination. Seller has informed Buyer that subsurface contamination and other hazardous conditions of the Property may exist on or under the Property due to its former use as a munitions and light armament plant. A Phase I Environmental Site Assessment and Geophysical Survey" dated October 31, 2000 and February 2001 was prepared by Snyder Consulting and reviewed by Seller and Buyer. As described in Section 3 below, the Property is being sold to Buyer subject to the Restrictive Covenant (as defined in paragraph 3 below). As a condition precedent to Buyer's purchase of the Property, Seller has agreed to provide this indemnity covering all Hazardous Substances and conditions on and beneath the Property, including, without limitation, Hazardous Substances in the soils, sediments and groundwater subject to the exceptions stated elsewhere in this Agreement and to the extent such Hazardous Substances were on or under the Property prior to the Close of Escrow.

3. Restriction Upon Conveyance. Pursuant to Paragraph 3.3 of the Purchase Agreement, Indemnitor is conveying the Property to Buyer subject to a restrictive covenant restricting the future use of the Property and/or the demolition and construction of improvements on the Property, and any other work or use of the Property which may affect the soils, sediments and water contained on or under the Property ("Restrictive Covenant"). Such Restrictive Covenant will run with the land and will be binding on Buyer and successor owners of the Property.

4. Definitions.

(a) "Claim" means any and all claims, demands, causes of action, loss, liability, liens, encumbrances, obligations, actions, causes of action, reasonable costs and expenses of any kind whatsoever, including, without limitation, reasonable attorneys' and other professional expenses and fees suffered or incurred by, or asserted against, Indemnitees as a result of any Hazardous Substance existing on or beneath the Property prior to Close of Escrow (as defined in the Purchase Agreement), except for unknown Hazardous Substances which have migrated or may migrate onto the Property from other properties ("Non-Site Related Hazardous Substances"). Claims pertaining to Non-Site Related Hazardous Substances are not covered under this Agreement.

(b) "Environmental Law" means any Law of the United States or of the State of California relating to the protection of the air, surface water, groundwater or land, and/or governing the handling, use, generation, treatment, storage or disposal of Hazardous Substances.

(c) "Hazardous Substances" means any chemical, substance, material, controlled substance, object, waste, or combination thereof, or condition which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity or carcinogenicity, mutagenicity, phytotoxicity, infectiousness, or other harmful or potentially harmful properties or effects, including, without limitation, petroleum hydrocarbons, petroleum products, and all chemicals, substances, materials, controlled substances, or objects defined or regulated under any state, federal or local law or regulation based on such properties or effects, but excluding Non-Site Related Hazardous Substances.



5. Indemnity.

(a) Indemnitor hereby agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any and all Claims which arise from, relate to or concern, in whole or in part, the existence of Hazardous Substances or conditions on or under the Property or migrating from the Property or released or abandoned on or at the Property, subject to the terms and conditions of this Agreement. Indemnitor hereby also agrees to indemnify, hold harmless, protect and defend Indemnitees from and against any all Claims and damages which arise from, relate to, or concern, in whole or in part, conditions created by or arising from Indemnitor's performance of its obligations hereunder, including, without limitation, any investigation, remediation, sampling or monitoring required to be performed under this Agreement.

(b) Indemnitor shall not have any obligation to indemnify Indemnitees from and against any Claim related to, concerning or arising from (i) a use of the Property inconsistent with the Restrictive Covenant; (ii) the placement of a Hazardous Substance on or beneath the Property or a violation of an Environmental Law by Indemnitees, their agents, employees, contractors or representatives after Close of Escrow or any third party other than Indemnitor or its agents, employees, contractors or representatives; (iii) environmental remediation activities or other environmental testing, sampling or monitoring activities unless (A) required by a Governmental Entity or (B) reasonably conducted in response to a Claim, after notice of such activities to Indemnitor; or (iv) the gross negligence of Indemnitee, its employees, contractors, representatives or agents to further cause or exacerbate a known leak, migration or release of any Hazardous Substance at the Property.

For purposes of this Agreement, the burden shall be on Indemnitor to prove in a court of competent jurisdiction that one or more of conditions in paragraphs (b) above are met.

(c) Indemnitor's obligation to indemnify, defend or hold Indemnitees harmless with respect to any Claims under this Agreement shall terminate concurrently with the termination of the Restrictive Covenant. Upon the termination of such obligation, except with respect to any claims written notice of which were delivered to Indemnitor prior to such expiration, the rights of Indemnitees with respect to any environmental condition at, on or relating to the Property shall be deemed of no further force or effect and no action may be brought thereafter against Indemnitor or Indemnitor's parent, employees, directors, officers, shareholders, agents or affiliates with respect to any environmental condition.

6. Claims Procedure.

(a) In the event any Claim is asserted (clean-up or otherwise) or instituted against any or all of the Indemnitees, Indemnitor shall, immediately upon receipt of notice of such Claim, assume and pay for the defense of Indemnitees. Indemnitees shall have the right to join and participate in any judicial or administrative proceedings and/or hearings initiated in connection therewith, and Indemnitees shall cooperate fully with Indemnitor in order to minimize the amount of any award to any such party; such participation and cooperation by Indemnitees shall not, however, in any way, diminish or reduce Indemnitor's obligations to Indemnitees as set forth herein. Indemnitor's obligations hereunder are conditioned upon Indemnitees providing (i) prompt written notice to

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Indemnitor with respect to any Claim which Indemnitees have reason to believe is likely to give rise to a right of indemnity hereunder and specifying the same in reasonable detail, (ii) copies of any actual written communication regarding the Claim, and (iii) copies of any technical reports or test or other analytical results regarding the Claim. Indemnitees' failure to give prompt notice of a Claim shall not however diminish Indemnitor's obligations hereunder; rather, Indemnitor's obligations shall terminate only to the extent Indemnitor is actually prejudiced by such delayed notice. Indemnitor shall use reasonable judgment in selecting counsel to defend Indemnitees from any Claim covered hereunder and shall consult with Indemnitees prior to retaining Indemnitees' counsel. Should Indemnitees object to the Indemnitors' choice of counsel, Indemnitor shall select another counsel satisfactory to Indemnitees to represent Indemnitees. If the Claim is ultimately determined to be related to, concerning or arising from one or more of the conditions in paragraph 5(b) for which Indemnitor has no indemnity obligation, or to Non-Site Related Hazardous Substances, then Indemnitee shall immediately reimburse Indemnitor for costs actually incurred by Indemnitor on behalf of defense of Indemnitees.

(b) Indemnitor shall have the right to control and investigate and/or remediate any condition giving rise to a Claim or demand for indemnification by Indemnitees under this Agreement with respect to any Claim after consulting with Indemnitees and any involved regulatory agency and obtaining the written consent of both; provided, however, that if, after written notice and a reasonable opportunity to cure, Indemnitor does not exercise such right, Indemnitees may exercise such right and all reasonable expenses, costs and fees incurred in connection therewith shall be reimbursed to Indemnitees as an indemnified Claim hereunder.

(c) Indemnitees shall give prompt written notice to Indemnitor specifying in reasonable detail any report or other document submitted, whether voluntarily or by requirement of a government entity, to a government entity which describes any environmental condition of the Property. To the extent reasonably possible under the circumstances, Indemnitor shall have the right to review and comment upon any submission to a governmental entity which describes or addresses any environmental condition for which Indemnitees are claiming indemnification from Indemnitor hereunder (and Indemnitor will cooperate with Indemnitees in responding to such requests, including making available all relevant records in its possession or under its control), and Indemnitees shall revise such submission in accordance with Indemnitor's reasonable comments thereon. To the extent reasonably possible under the circumstances, Indemnitees shall give Indemnitor prompt written notice of, and Indemnitor and/or its representatives shall have the right to participate in, any meetings with any governmental entity at which any environmental condition for which Indemnitees are claiming indemnification from Indemnitor hereunder is to be discussed or addressed in any manner.

(d) Any and all reasonable costs, expenses and fees incurred by Indemnitees in connection with Indemnitees' participation in or cooperation with Indemnitor's performance of its obligations hereunder shall be reimbursed by Indemnitor as an indemnified Claim hereunder.



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7. Post-Closing Cooperation Between Indemnitor and Indemnitees.

Indemnitees shall provide Indemnitor with access to the Property to the extent necessary to perform its obligations hereunder. Indemnitees shall also provide Indemnitor with access to the Property sufficient to conduct any tests and assessments regarding the condition of the Property after obtaining Indemnitees' prior approval of Indemnitor's proposed scope of work. Such approval shall be reasonably granted if such test and assessments are necessary for the performance of Indemnitor's obligations hereunder. All other access requested by Indemnitor shall be granted or denied in Indemnitees' sole discretion. Indemnitor shall make reasonable efforts to minimize any such disruption or interference. Upon completion of Indemnitor's work hereunder, Indemnitor shall, at its sole expense, restore the Property to the condition it was in prior to the commencement of such work.

8. Intentionally Omitted.

9. Miscellaneous.

(a) Assignability. This Agreement shall be binding upon and inure to the benefit of the Indemnitees and their respective heirs, estates, personal representatives, successors and assigns owning a fee interest in the Property. Indemnitor acknowledges that the Indemnitees, as intended beneficiaries, including third party beneficiaries, have acquired or will acquire interests in the Property, or rights to the Property, in reliance on the covenants and indemnities in this Agreement. All of the covenants and indemnities in this Agreement shall survive the transfer of any or all right, title and interest in and to the Property by Indemnitor or any Indemnitee; and any Indemnitee may enforce the terms of this Agreement as a third party beneficiary, even if not a signatory hereof.

(b) Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties as to the matters described herein and all prior agreements, understandings, representations or negotiations are hereby superseded, terminated and canceled, and are of no further force or effect. This Agreement does not, however, supersede, terminate or cancel any provisions in the Purchase Agreement which were to survive the Close of Escrow or the Restrictive Covenant which runs with the land. The expiration of Buyer's indemnification rights under Section 10 of the Purchase Agreement or Buyer's enforcement of any of its rights or remedies under the Purchase Agreement shall not in any way affect or diminish Indemnitor's obligations hereunder nor shall such expiration or enforcement be deemed to constitute a release or waiver of any of Indemnitees' rights and remedies hereunder.

(c) Exclusive Remedy. The indemnification provisions contained in this Agreement will constitute the sole and exclusive recourse and remedy of the parties with respect to Claims. This Agreement does not release Indemnitor from any Claims pertaining to Non-Site Related Hazardous Substances that Indemnitees may have nor limit those remedies otherwise available to Indemnitees under law, including rights of action under the Comprehensive Environmental Response compensation and Liability Act (CERCLA) and/or similar federal or state environmental laws or under common law. This Agreement also does not release Indemnitor from any rights or remedies Buyer may otherwise have under the Purchase Agreement. This Agreement does not release or waive claims that either or both of Indemnitor or Indemnitee may have against any

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person or entity not a party to this Agreement, nor limit remedies at law or in equity, including rights of action under CERCLA and/or similar federal or state environmental laws or under common law otherwise available to the Indemnitor or Indemnitee against any person or entity not a party to this Agreement.

(e) Amendments. This Agreement may not be modified or amended except by a writing signed by the party against whom enforcement is sought.

(f) Applicable Law. This Agreement shall in all respects be governed by the laws of the State of California applicable to agreements executed and to be wholly performed within this State, except that this Agreement shall be construed as a whole in accordance with the fair meaning of its provisions and without regard to California Civil Code Section 1654 or similar statutes or rules of interpretation.

(g) Severability. Nothing contained herein shall be construed as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation as to which the parties have no legal right to contract, the latter shall prevail, but the affected provisions of this Agreement shall be limited only to the extent necessary to bring them within the requirements of such law.

(h) Attorneys' Fees. Should any party hereto commence any action or proceeding to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provision of this Agreement or for declaratory relief, the prevailing party shall be entitled to recover from the losing party or parties such amount as the court may adjudge to be reasonable attorneys' fees for services rendered to the prevailing party in such action or proceeding.

(i) Separate Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original, such counterparts shall, together, constitute and be one and the same instrument.

(j) Exhibit to Restrictive Covenant. This Agreement shall be attached to the Restrictive Covenant and shall be recorded as a part thereof running with the land.

(k) Notices. Any notice to be given hereunder to either party shall be deemed given or delivered upon personal delivery to the recipient or two days after deposit in the United States mail, registered or certified return receipt requested, postage prepaid and addressed as follows:



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If to Indemnitor:

Jon D. Walton  
Senior Vice President, Chief Legal and Administrative Officer  
Allegheny Technologies Incorporated  
1000 Six PPG Place  
Pittsburgh, PA 15222  
Tel: (412) 394-2836 Fax: (412) 394-3010

Copy to:

William Suits  
Jones Lang LaSalle Americas  
1025 West 190<sup>th</sup> Street, Suite 425  
Gardena, CA 90248  
Tel: (310) 354-2662 Fax: (310) 354-2664

If to Buyer:

The Trust for Public Land  
Attn.: Michele Clark, Esq.  
116 New Montgomery, 3rd floor  
San Francisco, CA 94105

If to the current Indemnitees:

The Trust for Public Land  
116 New Montgomery, 3rd floor  
San Francisco, CA 94105

If to County of Riverside:

County of Riverside  
Transportation and Land Management Agency  
4080 Lemon Street, 8<sup>th</sup> Floor  
Riverside, CA 92501

With copy to:

County of Riverside  
Office of County Counsel  
3535 10<sup>th</sup> Street, Suite 300  
Riverside, CA 92501



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Any party may, by notice to the others, designate different addresses which shall be substituted for the one specified above. Notice given in a manner other than specified above shall be deemed given only if in writing and only upon actual receipt by the addressee.

(1) Captions, Number and Gender. The captions appearing at the commencement of the paragraphs, subparagraphs and sections hereof are descriptive only and for convenience in reference. Should there be any conflict between any such caption and the article, paragraph or subparagraphs at the head of which it appears, the article, paragraph or subparagraph and not the caption shall control and govern the construction of this Agreement. In this Agreement, the masculine, feminine or neuter gender and the singular or plural number shall be deemed to include the others whenever the context so requires.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

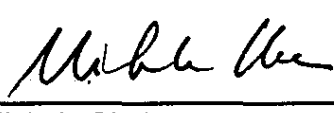
INDEMNITOR:

BUYER:

TDY INDUSTRIES, INC., a California  
Corporation  
Formerly known as TELEDYNE  
INDUSTRIES, INC., a California  
Corporation

THE TRUST FOR PUBLIC LAND, a  
California nonprofit public benefit  
corporation

By:   
Title: Sr. Vice President - Chief  
Legal and Administrative  
Date: October 4, 2001 Officer

By:   
Michele Clark  
Regional Counsel  
Date: September 28, 2001



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EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY

THE LAND IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

GOVERNMENT LOTS 3, 4, 8 AND 9 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

EXCEPTING THAT PORTION LYING WITH THE AREA CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA BY DEED RECORDED IN BOOK 268 PAGE(S) 488 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, DESCRIBED AS THAT PORTION OF GOVERNMENT LOTS 3 AND 8 AND THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 1, WHICH IS INCLUDED IN A STRIP OF LAND 200.00 FEET IN WIDTH LYING 100.00 FEET MEASURED AT RIGHT ANGLES ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND EXTENSION THEREOF;

BEGINNING AT A POINT IN THE NORTH LINE OF SAID SECTION 1, DISTANT THEREON 1959.18 FEET EASTERLY FROM THE NORTHWEST CORNER OF SAID SECTION 1;  
THENCE SOUTH 8° 47' 39" WEST, DISTANT 457.81 FEET TO AN ANGLE POINT;  
THENCE SOUTH 1° 24' 37" WEST, A DISTANCE OF 496.65 FEET TO AN ANGLE POINT;  
THENCE SOUTH 4° 32' 51" EAST, 1722.25 FEET, MORE OR LESS TO A POINT IN THE SOUTH LINE OF SAID NORTHWEST QUARTER OF SAID SECTION 1, DISTANT THEREON 614.86 FEET WESTERLY FROM THE CENTER OF SAID SECTION 1;

ALSO EXCEPTING THEREFROM THE GAS, OIL AND COAL RIGHTS IN AND TO THE PROPERTY ACQUIRED BY DEED FROM SAN PEDRO, LOS ANGELES AND SALT LAKE RAILROAD.



**PARCEL 2:**

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, SITUATED IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

THE WESTERLY 800.00 FEET OF THE NORTHEAST QUARTER OF SECTION 1; SAVING AND EXCEPTING THE SOUTHERLY 568.09 FEET OF SAID WESTERLY 800.00 FEET AND GOVERNMENT LOT 7 LYING ADJACENT TO THE NORTHERLY BOUNDARY OF SAID SECTION 1 AND WITHIN SAID WESTERLY 800.00 FEET;

TOGETHER WITH A RIGHT-OF-WAY FOR ROAD PURPOSES MEETING RIVERSIDE COUNTY SPECIFICATIONS IN WIDTH, ALONG THE LINE OF THE PRESENTLY EXISTING AEROJET GENERAL CORPORATION ROADWAY.

**PARCEL 3:**

A RIGHT OF WAY FOR ROAD PURPOSES PROVIDING INGRESS AND EGRESS TO PARCEL 1 DESCRIBED ABOVE, OVER, ACROSS AND UPON THAT PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 6 WEST, SAN BERNARDINO BASE AND MERIDIAN, BEING A STRIP OF LAND 60.00 FEET IN WIDTH, LYING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH ONE-QUARTER CORNER OF SAID SECTION 1, ALSO BEING THE SOUTHWEST CORNER OF THAT CERTAIN REAL PROPERTY CONVEYED TO PAUL J. AND LUCILLE HUBBS BY INSTRUMENT NO. 21232 RECORDED FEBRUARY 8, 1977 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SECTION 1, ALSO BEING THE SOUTH LINE OF THE AFORESAID HUBBS PROPERTY, TO A POINT DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 1, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 0° 12' 53" EAST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM SAID WEST LINE, CENTERLINE DISTANCE OF 1,259.58 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 500.00 FEET;

THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42° 54' 43" AN ARC DISTANCE OF 374.48 FEET TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE CONTINUING NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23° 39' 27", AN ARC DISTANCE 123.87 FEET;

THENCE NORTH 19° 02' 23" WEST, PARALLEL WITH AND DISTANT 30.00 FEET, AS MEASURED AT RIGHT ANGLES FROM THE NORTHEASTERLY LINE OF THE LAND CONVEYED TO THE METROPOLITAN WATER DISTRICT OF SOUTHERN



CALIFORNIA, BY DEEDS RECORDED MARCH 27, 1936, IN BOOK 273 PAGE 104 AND MARCH 12, 1936 IN BOOK 268 PAGE 498 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, A DISTANCE OF 521.09 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET;

THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 27° 33, 52" AN ARC DISTANCE OF 144.33 FEET;

THENCE NORTH 8° 31' 28" EAST, A DISTANCE OF 9.08 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE, WESTERLY, HAVING A RADIUS OF 465.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 30° 07' 53", AN ARC DISTANCE OF 244.54 FEET;

THENCE NORTH 21° 36' 24" WEST, A DISTANCE OF 54.37 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,030.00 FEET;

THENCE CONTINUING NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 1° 31' 13", AN ARC DISTANCE OF 27.33 FEET TO A POINT IN THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, WHICH IS DISTANT 409.91 FEET WESTERLY OF THE CENTER ONE-QUARTER CORNER, SAID POINT BEING THE END OF THIS CENTERLINE DESCRIPTION.

THE SIDELINES OF SAID 60.00 FOOT WIDE STRIP OF LAND SHALL BE LENGTHENED OR SHORTENED SO AS TO TERMINATE IN THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER END IN THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR SLOPES AS DESCRIBED IN DOCUMENT RECORDED DECEMBER 2, 1999 AS INSTRUMENT NO. 525991 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

